

STADIUM PARKING FACILITIES
DEVELOPMENT, OPERATIONS AND USE AGREEMENT

This Stadium Parking Facilities Development, Operations and Use Agreement (this “Agreement”) is made and entered into by and between **THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY** (“Metro”) and **TENNESSEE STADIUM, LLC**, a Delaware limited liability company (“StadCo”), as of November 13, 2024. Capitalized terms used herein shall have the meanings given to such terms in Exhibit 1 hereof.

RECITALS

A. Metro owns approximately sixty-three (63) acres of land, as shown on Exhibit 2 attached hereto (the “Metro Land”).

B. Metro ground leases to the Sports Authority approximately twenty and seventy-eight one-hundredths (20.78) acres of the Metro Land, as shown on Exhibit 2 attached hereto (the “Ground Leased Land”), pursuant to that certain Stadium Site Ground Lease Agreement dated August 25, 2023 between Metro and the Sports Authority.

C. The Sports Authority of The Metropolitan Government of Nashville and Davidson County (the “Sports Authority”) owns an approximately thirty-two (32)-acre parcel of land, as shown on Exhibit 2 attached hereto (the “Sports Authority Land”). Metro has an option to acquire fee title to the Sports Authority Land upon the expiration of the Existing Stadium Lease and the demolition of the Existing Stadium. Upon Metro’s acquisition of fee title to the Sports Authority Land, the Sports Authority Land shall thereafter be included as part of the Metro Land for purposes of this Agreement.

D. Metro, StadCo and the Sports Authority entered into that certain Site Coordination Agreement dated August 25, 2023 (“Site Coordination Agreement”) pursuant to which they agreed to certain terms relating to the development and use of the approximately 95-acres of property located on the East Bank along the Cumberland River defined and described more particularly in the Site Coordination Agreement as the Campus and shown on Exhibit 2 hereto as the “Metro Campus” (the “Campus”), which Campus is comprised of the Metro Land, the Ground Leased Land and the Sports Authority Land and will include a new, first-class, state-of-the-art, enclosed venue for professional football and numerous other sporting, entertainment, cultural and civic events (the “Stadium”), which will be leased by the Sports Authority to StadCo pursuant to the terms of that certain Stadium Lease Agreement, dated as of August 25, 2023 (the “Stadium Lease Agreement”).

E. The Site Coordination Agreement contemplates that portions of the Campus will be improved from time to time and made available from the date hereof until the expiration or earlier termination of the Stadium Lease Agreement for the purpose for providing parking for the Stadium.

F. On or about the date hereof, Metro and TFC Nashville Development LLC (the “IDA Developer”) have entered into that certain Master Development Agreement (the “IDA Development Agreement”), whereby IDA Developer and/or one or more IDA Ground Tenants will develop the Initial Development Area, as applicable, pursuant to the IDA Development Agreement and one or more long-term ground leases to be entered into as provided in the IDA Development Agreement (each, as it may be amended from time to time in accordance with its terms, an “IDA Ground Lease”);

G. On or about the date hereof, Metro, StadCo and the IDA Developer have entered into that certain Campus Operations and Use Agreement (the “COUA”), pursuant to which a body described therein

as the "Campus Coordination Committee" (the "CCC") will have the authority to coordinate certain operations in connection with events occurring upon the Campus.

H. Metro and StadCo desire to enter into this Agreement to more fully set forth the parking agreements set forth in the Site Coordination Agreement.

AGREEMENT

For and in consideration of the premises and the mutual covenants and obligations of Metro and StadCo more particularly set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Development of Parcel B Staging Area and Parking Facilities. The following provisions shall govern the development of Stadium parking and staging facilities in that parcel of Campus property identified in Exhibit 2 as Parcel B ("Parcel B").

a. StadCo will develop, design and construct Parcel B for use by StadCo, TeamCo and its Related Parties for surface parking, and Metro will provide the use of the land therefor, at no cost or expense to StadCo, except as described in this Agreement. Up to 147,759 sq. ft. of that surface parking space within Parcel B may be used interchangeably as an area available for equipment staging and/or other Stadium Event operational uses (the "Parcel B Staging Area"). The specific location of the Parcel B Staging Area may be located at different locations within Parcel B from time to time, as may be designated by StadCo, subject to the approval of Metro, not to be unreasonably withheld.

b. StadCo will design, develop and construct that number of surface parking spaces in Parcel B that can be configured within the boundaries of Parcel B (inclusive of the Parcel B Staging Area) based on 375 sq. ft. per stall including allocable portion of drive lanes for use by StadCo, TeamCo and their Related Parties as further set forth in this Agreement (the "Parcel B Parking Spaces"). For purposes of clarity, the Parcel B Staging Area will overlap with the Parcel B Parking Spaces.

c. All of the costs required to design, develop and construct the Parcel B Staging Area and the Parcel B Parking Spaces will be performed by StadCo as part of the Stadium Project Improvements Work. For avoidance of doubt, the cost of the Stadium Projects Improvements Work will be included in the Stadium Project Budget. Upon completion of the Stadium Project Improvements Work, StadCo shall provide the Authority and Metro with a drawing depicting the Parcel B Parking Spaces and a statement setting forth the number thereof.

d. The Metropolitan Government may develop, or it may engage the Parcel B Developer to develop, portions of Parcel B, provided that Metro gives prior notice to StadCo, which shall not be less than one hundred and eighty (180) calendar days prior to the first Team Game in the calendar year in which Metro plans to commence construction activities with respect thereto. In such case, Metro shall provide to StadCo temporary replacement parking at the expense of Metro: (i) equal to the number of parking spaces removed from the Parcel B Parking Spaces (with proper dimensions as required by subsection (b) above, together with all attendant lighting, access devices and other improvements necessary for a fully functioning parking facility) as a result of the development of Parcel B (the "Parcel B Replacement Parking Spaces"); (ii) on the site of the Existing Stadium or at another location on the Campus that is agreeable to StadCo; and (iii) no less than thirty (30) calendar days prior to the commencement of any actual construction activities on Parcel B, such that StadCo, TeamCo and its Related Parties will have no interruption (subject to Force Majeure) in the use of such number of parking spaces required to be replaced pursuant to this subsection (d). Any temporary replacement parking provided by Metro pursuant to this subsection (d) shall remain in place until the Substantial Completion of the Parcel B Parking Deck,

the issuance of any certificate required by applicable law for the occupancy thereof and StadCo has been granted access rights to the Parcel B Parking Deck.

e. If the Parcel B development notice is provided to StadCo within the time periods set forth below, Metro shall, from time to time, pay or cause to be paid to StadCo the corresponding amounts within thirty (30) days after commencement of actual construction of the applicable portion of the Parcel B development.

<u>Time Period</u> “Substantial Completion” means Substantial Completion of the Stadium Project Improvements	<u>Amount Owed to StadCo</u>
0-1 year after Substantial Completion	\$5,000,000, times applicable* Parcel B Replacement Parking Spaces, divided by total Parcel B Parking Spaces
1-2 years after Substantial Completion	\$4,000,000, times applicable Parcel B Replacement Parking Spaces, divided by total Parcel B Parking Spaces
2-3 years after Substantial Completion	\$3,000,000, times applicable Parcel B Replacement Parking Spaces, divided by total Parcel B Parking Spaces
3-4 years after Substantial Completion	\$2,000,000, times applicable Parcel B Replacement Parking Spaces, divided by total Parcel B Parking Spaces
4-5 years after Substantial Completion	\$1,000,000, times applicable Parcel B Replacement Parking Spaces, divided by total Parcel B Parking Spaces

*as used in this chart, the term “applicable” refers to the number of Parcel B Replacement Parking Spaces that are the subject of any such notice from Metro.

Regardless of when Metro provides such notice to StadCo, Metro shall be liable for any usual and customary termination fees payable to a parking operator pursuant to any parking operating agreement entered into by StadCo for operation of the Parcel B Parking Spaces in an arm’s length transaction with a third-party operator; provided that no such parking operating agreement shall have a term longer than one year without the prior written consent of Metro. Notwithstanding anything in the foregoing to the contrary, during any construction of improvements on Parcel B, Metro shall preserve one or more areas, functionally available for staging operations and reasonably acceptable to StadCo, with a total surface area of 147,759 sq. ft. of surface space for use by StadCo, TeamCo and its Related Parties for equipment staging and/or other

Stadium Event operational uses for specified Stadium Events identified by StadCo during Stadium Event Operational Periods. During such Stadium Event Operational Periods, neither Metro, nor the Parcel B Developer, if applicable, shall use such 147,759 sq. ft. for construction operations, shall keep it free and clear of its or its contractors' construction equipment, materials and debris and shall ensure such area is fenced off (or otherwise securely and safely separated) from adjacent construction activities by Metro or the Parcel B Developer within Parcel B.

f. Metro shall include, at no cost or expense to StadCo, except as specifically provided herein, structured parking as part of the development of Parcel B, whether as a separate parking facility structure or as a parking facility integrated in one or more other structures developed on Parcel B (the "Parcel B Parking Deck"); for avoidance of doubt, when such parking is integrated into a larger parking structure, the term "Parcel B Parking Deck" shall refer only to those areas within such larger structure(s) that are available for exclusive access to, and use, by StadCo, the StadCo Related Parties and their invitees and are bounded by the unfinished floor, walls and ceiling of such exclusive areas; any such structure into which the Parcel B Parking Deck is integrated is referred to herein as the "Larger Facility"). Metro shall be responsible for the cost to construct the Parcel B Parking Deck. In the event the Parcel B Parking Deck is integrated into a Larger Facility, Metro and StadCo will negotiate in good faith the terms of either (i) a lease agreement for the Parcel B Parking Deck and/or (ii) a condominium declaration for the Parcel B Parking Deck on terms reasonably acceptable to the parties thereto and consistent with the terms and conditions of this Agreement, including without limitation that such parking shall be provided at no cost or expense to StadCo, except as specifically provided herein. Metro's and StadCo's failure to agree upon the terms and conditions of such lease or condominium declaration shall not result in any modification of the rights and obligations of the Parties described herein. The Parcel B Parking Deck shall, at a minimum, include a number of spaces equal to (i) the Parcel B Replacement Parking Spaces minus (ii) 133. Metro shall provide StadCo access to, and the ability to occupy and use, the Parcel B Parking Deck within thirty (30) days after Substantial Completion thereof. StadCo shall have the right to approve the plans for the Parcel B Parking Deck (and, solely as they relate to access, ingress and egress to the Parcel B Parking Deck, the plans for the Larger Facility) and any modifications to each of the foregoing so as to, among other matters, confirm appropriate access, ingress, egress and traffic flow exists, such approval not to be unreasonably withheld, conditioned or delayed (such approved plans, including any modifications thereto, are referred to herein as the "Parcel B Parking Deck Plans"). Metro shall include in all contracts in connection with construction of the Parcel B Parking Deck the requirement that each contractor, subcontractor and material or equipment provider provide industry-standard warranties. Metro may also provide not less than 147,759 sq. ft. of parking area that is functionally available for staging operations, reasonably acceptable to StadCo, either on an undeveloped portion of Parcel B or as part of the Parcel B development. Following the delivery of such 147,759 sq. ft. of parking/staging area, the areas otherwise preserved within Parcel B for staging area may be developed by or on behalf of Metro in the manner set forth above in this Section 1 (but without any further preservation of staging square footage). Once Metro is obligated to provide the Parcel B Replacement Parking Spaces, Metro shall complete construction of the Parcel B Parking Deck within a reasonable time, giving consideration to the facts and circumstances surrounding the nature of the Parcel B Parking Deck to be designed and constructed.

g. If Metro intends to assign to Parcel B Developer, and Parcel B Developer intends to assume, certain rights and obligations under this Agreement, then upon Metro and the Parcel B Developer entering into an agreement pursuant to which the Parcel B Developer has been granted the unconditional right to develop Parcel B and the Parcel B Developer has agreed to assume certain rights and obligations under this Agreement, Metro shall execute, and cause the Parcel B Developer to execute, a joinder agreement pursuant to which Metro assigns certain obligations hereunder, and the Parcel B Developer assumes such obligations. Such joinder shall describe the specific obligations hereunder assigned by Metro and assumed by Parcel B Developer, including without limitation a designation of the number of Parcel B Replacement Parking Spaces that the Parcel B Developer has assumed the obligation to provide on Parcel

B and a legal description of the land upon which such Parcel B Replacement Parking Spaces will be located (the “Applicable Replacement Parking Spaces Land”). Upon the full execution of such joinder, a memorandum (or, if applicable, an amended and restated memorandum) of this Parking Agreement shall be recorded against the Applicable Replacement Parking Spaces Land. Upon Parcel B Developer’s execution of such joinder agreement and the recordation of such memorandum (or, if applicable, amended and restated memorandum), Metro shall be released from all obligations under this Agreement so assumed by the Parcel B Developer.

2. Development of Campus Parking Facilities Outside of Parcel B. The following provisions shall govern the development of Stadium parking facilities in those portions of the Campus located outside of Parcel B.

a. In addition to the parking described in Section 1 above, Metro shall maintain at all times not less than 2,000 structured or surface parking spaces within the Campus outside of (i) Parcel B, and (ii) until the Substantial Completion of the Stadium, current lots identified as S, H, K and J on Exhibit 3. On the date hereof, excluding Parcel B and current lots S, H, K and J, the Campus contains 2,999 parking spaces, a roster for which is attached hereto as Exhibit 3 (the “Existing Campus Parking Spaces”). The parking spaces from time to time satisfying this 2,000-space parking requirement are referred to herein as the “Campus Parking Spaces.” As of the date hereof, the Campus Parking Spaces are comprised of the Existing Campus Parking Spaces, which exceed the 2,000-space requirement.

b. Metro shall have the right, from time to time but at no cost or expense to StadCo, to add to the roster of Campus Parking Spaces those structured or surface parking spaces on such locations within the Campus as Metro may determine. Metro shall memorialize the addition of Campus Parking Spaces by adding an addendum hereto, which addendum shall specify the specific number and location of spaces.

c. Metro shall have the right, from time to time, to remove parking spaces from the roster of Campus Parking Spaces to better facilitate the development of the Campus. Following the removal of such spaces from any parcel within the Campus (a “Removed Parcel”), each Removed Parcel shall no longer be subject to any of the terms of this Agreement. Upon the execution by Metro of an IDA Ground Lease, the parcel subject to the IDA Ground Lease shall become a Removed Parcel. No Campus Parking Space may be removed during any NFL Season unless Metro shall have provided notice of such removal to StadCo at least one hundred and eighty (180) days prior to the first Team Game in such NFL Season. Furthermore, no parking space may be removed, if such removal would cause the total number of Campus Parking Spaces to be less than 2,000, unless Metro shall have provided for the addition of a sufficient number of Campus Parking Spaces pursuant to subsection (b) above, in locations within the Campus, such that upon the proposed removal of the parking spaces, the total number of Campus Parking Spaces will continue to equal or exceed 2,000.

d. While Metro may pursue an independent technology solution if, after meeting in good faith, it determines that a joint approach is not practicable or in its best interest, Metro shall use commercially reasonable efforts to integrate StadCo’s technology partners in the course of the design, development and operations of the Campus Parking Spaces, to achieve coordinated mobile technology, which efforts may include participating in meetings with StadCo’s technology partners and including such partners in requests for proposals and other similar opportunities to (i) enhance the experience of attending Stadium Events and being in the Campus and (ii) achieve revenue and cost synergies.

e. In addition to the parking that Metro is obligated to provide hereunder (some of which obligations may be satisfied by the Parcel B Developer), Metro will seek to require each Campus Developer to provide any parking facilities included in any Campus improvements to be available for StadCo for parking with respect to Stadium Events on a reasonable basis taking into account the developer’s own parking needs for its tenants and their invitees

f. The parties acknowledge that, until the Substantial Completion of the Stadium, StadCo's rights and responsibilities relative to current lots identified as S, H, K and J on Exhibit 3 are set forth in the Existing Stadium Lease. Following the expiration of the Existing Stadium Lease, StadCo shall have no rights with respect to the use of current lots identified as S, H, K and J.

g. StadCo and Metro will cooperate to maximize the number of parking spaces that can be added in connection with the anticipated alteration of the Colonial gas pipeline that will occur as part of the Stadium Projects Improvement Work, and any such additional spaces not located within the Initial Development Area shall be added to parking inventory and can be included within the Campus Parking Spaces.

h. Metro shall not be permitted to satisfy its obligations under this Section 2 by locating any Campus Parking Spaces on Sports Authority Land, prior to the acquisition of the Sports Authority Land by Metro, without either (i) StadCo's prior written consent or (ii) the execution by the Sports Authority of a joinder to this Agreement relating to, and assuming, all obligations described hereunder as those of Metro with respect to such Campus Parking Spaces.

i. Notwithstanding anything in this Section 2 to the contrary, the minimum number of Campus Parking Spaces shall be reduced to 1,500 during the period commencing with the conclusion of the 2024-2025 NFL Season and concluding on the 90th day following the demolition of the Existing Stadium (the "Campus Construction Period"); provided, however, during the Campus Construction Period, Metro shall not be permitted to remove parking spaces from the roster of Campus Parking Spaces pursuant to subsection (c) above if such removal would cause the total number of Campus Parking Spaces to be less than 2,000 unless (1) no fewer than thirty (30) calendar days prior to the date on which such parking spaces are to be removed from the roster of Campus Parking Spaces, Metro has provided, at its sole cost and expense, a sufficient number of Off-Campus Parking Spaces (as defined below) to ensure that StadCo, TeamCo and their Related Parties will have no interruption (subject to Force Majeure) in the availability for their use of a minimum of 2,000 (in the aggregate) Campus Parking Spaces and Off-Campus Parking Spaces; and (2) such removal of parking spaces from the roster of Campus Parking Spaces has been confirmed by Metro in the notice of removal delivered to StadCo pursuant to subsection (c) above to be necessary to facilitate the development of the Campus. In accordance with clause (2) of the immediately preceding sentence, during the Campus Construction Period, Metro shall take all reasonable steps to minimize the number and aggregate surface area of construction and ancillary lay-down areas and shall otherwise cooperate with StadCo to maximize the aggregate surface area within the Campus that may be used for Campus Parking Spaces. For purposes of this subsection (i), "Off-Campus Parking Spaces" shall mean parking spaces usable during Stadium Event Operational Periods and located on the east side of the Cumberland River no further than one-half (1/2) of a mile from the boundaries of the Campus, or at such other locations as may be expressly agreed to by StadCo.

3. Agreements as to Use and Operation of the Parcel B Parking Spaces, the Parcel B Replacement Parking Spaces, the Parcel B Parking Deck and the Parcel B Staging Area.

a. Subject to all of the terms and provisions hereof (including without limitation the right of Metro to cause the development of Parcel B in accordance with the provisions of Section 1), StadCo and its agents, employees, guests, invitees and patrons shall have the exclusive right to use at all times (i) the Parcel B Parking Spaces and the Parcel B Replacement Parking Spaces for the parking of motor vehicles, (ii) the Parcel B Staging Area, interchangeably as an area available for the parking of motor vehicles, equipment staging and/or other Stadium Event operational uses, and (iii) the Parcel B Parking Deck for the parking of motor vehicles and, in the event space therein is provided in replacement of all or a portion of the Parcel B Staging Area, interchangeably as an area available for the parking of motor vehicles, equipment staging and/or other Stadium Event operational uses. StadCo's guests, invitees and patrons shall, during any Stadium Event Parking Period, be permitted to cook and otherwise prepare and

consume food and beverages on the Parcel B Parking Spaces, the Parcel B Replacement Parking Spaces, and the Parcel B Staging Area; provided, however, in no event shall any sales of foods or alcoholic beverages be permitted at any time within any of such areas. Within six hours following the end of each Stadium Event Parking Period, StadCo shall cause all debris and trash to be removed from the Parcel B Parking Spaces, the Parcel B Replacement Parking Spaces and the Parcel B Parking Deck so that the same are in a neat, attractive and clean condition.

b. StadCo shall not cause any material interference with ingress and egress to the Parcel B Replacement Parking Spaces and shall maintain and preserve adequate ingress and egress to the Parcel B Parking Spaces and Parcel B Staging Area, and shall maintain signage and lighting at the site of the Parcel B Parking Spaces, Parcel B Replacement Parking Spaces and Parcel B Staging Area to provide for adequate safety and visibility thereon; provided however, that this Agreement shall in no way constitute a guarantee by StadCo of the safety or security of any persons or property.

c. StadCo shall perform, at its sole cost and expense, all maintenance and capital repair work with respect to the Parcel B Parking Spaces, Parcel B Replacement Parking Spaces, the Parcel B Parking Deck and Parcel B Staging Area necessary to maintain the Parcel B Parking Spaces, Parcel B Replacement Parking Spaces, the Parcel B Parking Deck and Parcel B Staging Area in a manner reasonably consistent with parking facilities at Comparable NFL Facilities; provided, StadCo may require Metro to perform, at Metro's sole cost and expense (subject to the provisions of Section 7), within the Parcel B Parking Deck, any Facility-Wide Capital Repairs that are necessary to maintain the Parcel B Parking Deck in a manner reasonably consistent with parking facilities at Comparable NFL Facilities.

d. Subject to the provisions of Section 7, Metro shall (i) maintain and preserve adequate ingress and egress to the Parcel B Parking Deck and shall not cause any material interference with ingress and egress to the Parcel B Replacement Parking Spaces, (ii) shall maintain signage and lighting at the site of the Parcel B Parking Deck to provide for adequate safety and visibility thereon, (iii) shall maintain the exterior of the Larger Facility in a safe and sightly condition, (iv) shall perform the Facility-Wide Capital Repairs within the Parcel B Parking Deck, to the extent required by StadCo pursuant to Section 3(c); and (v) shall perform reasonably necessary Facility-Wide Capital Repairs to portions of the Larger Facility, other than the Parcel B Parking Deck; provided however, that this Agreement shall in no way constitute a guarantee by Metro of the safety or security of any persons or property.

e. If the Parcel B Parking Spaces, Parcel B Replacement Parking Spaces, Parcel B Parking Deck or Parcel B Staging Area becomes wholly or partially untenable during the Term, whether by reason of fire, lightning, snow or rain or any other casualty (a "Casualty"), StadCo shall repair, restore, or rehabilitate the Parcel B Parking Spaces, Parcel B Replacement Parking Spaces, Parcel B Parking Deck or Parcel B Staging Area, as applicable. StadCo shall exercise due diligence so as to place the Parcel B Parking Spaces, Parcel B Replacement Parking Spaces, Parcel B Parking Deck and Parcel B Staging Area in substantially the same condition as prior to the occurrence of the Casualty, without affecting the provisions of this Agreement. Due allowance shall be made for reasonable delay which may be caused by adjusting of insurance, strikes, labor difficulties or any cause beyond StadCo's control. Provided that StadCo is otherwise in compliance with its obligations under this subsection (e), the inability of StadCo to fully satisfy its obligations under this Section 3 as a result of a Casualty shall not constitute an Event of Default hereunder.

f. If the Larger Facility becomes wholly or partially untenable during the Term by reason of a Casualty such that (i) StadCo cannot restore the Parcel B Parking Deck until the Larger Facility is restored, (ii) automobile or pedestrian access, ingress or egress to or from the Parcel B Parking Deck is not substantially equivalent to the access, ingress and egress contemplated by the Parcel B Parking Deck Plans, or (iii) the exterior of the Larger Facility or the portions of the Larger Facility through which StadCo

or its Related Parties access the Parcel B Parking Deck are unsightly or unsafe, Metro shall either (X) demolish the Larger Facility and provide surface parking lot(s) in the same location as the Parcel B Parking Spaces with sufficient parking spaces to include the Parcel B Replacement Parking Spaces; or (Y) repair, restore, or rehabilitate the Larger Facility, to the extent necessary: (I) to permit StadCo to restore the Parcel B Parking Deck, as required by this Agreement, (II) such that automobile and pedestrian access, ingress and egress to and from the Parcel B Parking Deck is substantially equivalent to that contemplated by the Parcel B Parking Deck Plans, and (III) such that the exterior of the Larger Facility and the portions of the Larger Facility through which StadCo or its Related Parties access the Parcel B Parking Deck are sightly and safe. Metro shall exercise due diligence to perform all such restoration. Due allowance shall be made for reasonable delay which may be caused by adjusting of insurance, strikes, labor difficulties or any cause beyond the control of Metro. Provided that Metro is otherwise in compliance with its obligations under this subsection (f), the inability of Metro to fully satisfy its obligations under this Section 3 as a result of a Casualty shall not constitute an Event of Default hereunder.

g. Once the Parcel B Parking Spaces and Parcel B Staging Area, respectively, are completed, StadCo shall make no material alterations or changes to, nor construct any permanent or temporary improvements upon, the Parcel B Parking Spaces or the Parcel B Staging Area, respectively, or any portion thereof, without the express prior written consent of Metro, except that StadCo may make temporary alterations to the Parcel B Staging Area, to the extent the same are reasonably necessary in connection with staging operations and will not cause a material adverse effect to the Campus, without Metro's consent.

h. StadCo shall comply with all laws, rules, regulations and codes, whether now existing or hereafter arising, in regard to the parking of vehicles upon or any other use of the Parcel B Parking Spaces, Parcel B Replacement Parking Spaces and the Parcel B Staging Area.

i. Once the Parcel B Parking Deck has been completed, neither Metro nor, if applicable the Parcel B Developer shall make any material alterations or changes thereto that would materially adversely impact StadCo's use of the Parcel B Parking Deck, nor construct any permanent or temporary improvements thereupon that would materially adversely impact StadCo's use of the Parcel B Parking Deck, or any portion thereof, without the express prior written consent of StadCo.

j. StadCo shall bear the financial responsibility for all third-party claims for personal injury, property damage or otherwise, arising out of or in connection with the operation of the Parcel B Parking Spaces, the Parcel B Replacement Parking Spaces, the Parcel B Staging Area and the Parcel B Parking Deck (but, for avoidance of doubt, not with respect to claims related to the construction of the Parcel B Parking Deck, Metro's or its Related Parties' performance of Facility-Wide Capital Repairs to the Parcel B Parking Deck, to the extent Metro or its Related Parties make such repairs or are obligated to make such repairs pursuant to Section 3d, or Metro's or its Related Parties' operation of the Larger Facility).

k. StadCo shall permit the Sports Authority to utilize a reasonable number of the Parcel B Parking Spaces, Parcel B Replacement Parking Spaces and the Parcel B Parking Deck, as requested from time to time, for meetings of the Board of Directors of the Sports Authority and other business of the Sports Authority, provided that the same use does not materially adversely affect the rights of StadCo or its invitees to use parking spaces within the Parcel B Parking Spaces, Parcel B Replacement Parking Spaces and the Parcel B Parking Deck in the amounts provided for herein. For the avoidance of doubt, the business of the Sports Authority is not intended, for purposes of this subsection (k), to include Authority Events or Stadium Events.

4. Agreements as to Use and Operation of the Campus Parking Spaces.

a. Subject to all of the terms and provisions hereof, StadCo and its agents, employees, guests, invitees and patrons shall have the exclusive right to use the Campus Parking Spaces for the parking of motor vehicles during Stadium Event Parking Periods. StadCo's guests, invitees and patrons shall, during Stadium Event Parking Periods, be permitted to cook (other than within any parking structure located within the Campus) and otherwise prepare and consume food and beverages on the Campus Parking Spaces; provided, however, in no event shall any sales of foods or alcoholic beverages be permitted on the Campus Parking Spaces without the prior express written consent of Metro. Unless otherwise approved by the CCC, and provided that Metro's rights to provide parking on the following day are not materially adversely affected, the parties agree to cause the Campus Parking Space Operator to cause all debris and trash to be removed from the Campus Parking Spaces so that the same are in a neat, attractive and clean condition prior to 6:00 a.m. on the day immediately following any Stadium Event.

b. Metro shall maintain and preserve adequate ingress and egress to the Campus Parking Spaces, and shall maintain signage and lighting at the site of the Campus Parking Spaces to provide for adequate safety and visibility thereon consistent with the same at Comparable NFL Facilities; provided however, that this Agreement shall in no way constitute a guarantee by Metro of the safety or security of any persons or property.

c. Metro shall perform all maintenance and capital repair work with respect to the Campus Parking Spaces necessary to maintain the Campus Parking Spaces in a manner reasonably consistent with parking facilities at Comparable NFL Facilities, taking into account age, size, design, and other relevant factors for parking facilities at such Comparable NFL Facilities.

d. Metro shall bear the financial responsibility for all third-party claims for personal injury, property damage or otherwise, arising out of or in connection with the Campus Parking Spaces other than those that are described as the responsibility of StadCo in the next sentence. StadCo shall bear the financial responsibility for all third-party claims for personal injury, property damage or otherwise, arising out of or in connection with the Campus Parking Spaces during Stadium Event Parking Periods, except to the extent arising from the negligence or willful misconduct of Metro.

e. Metro shall ensure that the Campus Parking Spaces are available for use by StadCo during the Stadium Event Parking Periods, and shall tow or otherwise remove, and Metro hereby authorizes StadCo to tow or otherwise remove, in each case at Metro's expense, all vehicles remaining at the Campus Parking Spaces prior to each Stadium Event Parking Period. Likewise, Metro expects that the Campus Parking Spaces will be available for use by Metro immediately following the conclusion of each Stadium Event Parking Period. To that end, Metro shall be permitted to tow or otherwise remove all vehicles remaining at the Campus Parking Spaces following each Stadium Event Parking Period, pursuant to towing policies approved by or on behalf of Metro, and at no cost to StadCo.

f. If Campus Parking Spaces become wholly or partially untenable during the Term as a result of a Casualty, Metro shall repair, restore, or rehabilitate the Campus Parking Spaces. Metro shall exercise due diligence so as to place the Campus Parking Spaces in substantially the same condition as prior to the occurrence of the Casualty, without affecting the provisions of this Agreement. Due allowance shall be made for reasonable delay which may be caused by adjusting of insurance, strikes, labor difficulties or any cause beyond Metro's control. Provided that Metro is otherwise in compliance with its obligations under this subsection (f), the inability to Metro to provide 2,000 Campus Parking Spaces as a result of a Casualty shall not constitute an Event of Default hereunder.

g. Metro agrees to take commercially reasonable steps necessary at its own cost and expense to prevent any advertisers within the facilities containing Campus Parking Spaces from engaging in Ambush Marketing, which steps shall include, but not be limited to, Metro reasonably cooperating to develop and implement an Ambush Marketing protection strategy to combat any such Ambush Marketing. Metro will use commercially reasonable efforts to notify StadCo promptly in writing of any suspected instances of Ambush Marketing located within the facilities containing Campus Parking Spaces, or infringement of, or upon becoming aware of any unauthorized use of, TeamCo's or StadCo's intellectual property located within the facilities containing Campus Parking Spaces, and will use commercially reasonable efforts to assist TeamCo and StadCo in protecting TeamCo and StadCo intellectual property from the aforementioned activities occurring within the facilities containing Campus Parking Spaces. Nothing in this subsection (g) imposes any obligation on Metro or StadCo (or TeamCo, the NFL or any NFL Entity, where applicable) to commence proceedings or to take enforcement action against a third party.

h. Metro shall use commercially reasonable efforts to prevent Negative Advertising against StadCo and TeamCo and their Affiliates and their respective sponsors and other business parties (each to the extent identified in a specific written notice from StadCo to Metro from time to time) from occurring on the facilities containing Campus Parking Spaces.

5. Parking Operators.

a. StadCo shall operate or engage a parking operator (the "Parcel B Parking Operator") to manage and operate the Parcel B Parking Spaces, Parcel B Staging Area and Parcel B Parking Deck, such that the Parcel B Parking Spaces, Parcel B Staging Area and Parcel B Parking Deck are operated and maintained in good condition and repair and in a manner reasonably consistent with parking and staging plans for Comparable NFL Facilities, subject to obligations of Metro specifically described herein with respect to Facility-Wide Capital Repairs. StadCo shall work with the Parcel B Parking Operator to ensure safe and efficient parking management, traffic control and security in and about the Parcel B Parking Spaces, Parcel B Staging Area and Parcel B Parking Deck at all times.

b. Metro shall operate or engage a parking operator reasonably acceptable to StadCo (the "Campus Parking Space Operator"), upon terms and conditions reasonably acceptable to StadCo, to manage and operate the Campus Parking Spaces, such that the Campus Parking Spaces are operated and maintained in good condition and repair and in a manner reasonably consistent with parking plans for Comparable NFL Facilities. Metro and StadCo shall work with the Campus Parking Space Operator to ensure safe and efficient parking management, traffic control and security in and about the Campus Parking Spaces during each Stadium Event Parking Period.

6. Allocation of Parking Revenues

a. StadCo shall have the sole and exclusive right to all Parking Revenue derived from the Parcel B Parking Spaces, the Parcel B Staging Area, the Parcel B Replacement Parking Spaces and the Parcel B Parking Deck. StadCo shall not operate the Parcel B Parking Deck as a commercial parking facility that would compete with other parking facilities on the Campus for public parking during times other than the Stadium Event Parking Periods.

b. StadCo shall have the sole and exclusive right to all Parking Revenue derived from the Campus Parking Spaces during Stadium Event Parking Periods.

c. Metro shall have the sole and exclusive right to all Parking Revenues derived from the Campus Parking Spaces during all times other than the Stadium Event Parking Periods.

7. Allocation of Parking Expenses

a. StadCo shall be solely responsible for the ongoing capital and operating expenses required to maintain the Parcel B Parking Spaces and the Parcel B Replacement Parking Spaces in accordance with the terms of this Agreement, including the costs of the Parcel B Parking Operator.

b. StadCo shall be solely responsible for the ongoing capital and operating expenses related to work performed within the Parcel B Parking Deck required to maintain the Parcel B Parking Deck in accordance with the terms of this Agreement, including the costs of the Parcel B Parking Operator but specifically excluding capital expenses incurred in connection with work performed in the Parcel B Parking Deck that relates to Structure or Systems. Metro shall be solely responsible for the capital expenses related to the Parcel B Parking Deck, to the extent such capital expenses relate to the Structure or Systems. Upon StadCo's demand, Metro shall reimburse StadCo for (i) the reasonable out-of-pocket costs and expenses incurred by StadCo in connection with the performance within the Parcel B Parking Deck of Facility-Wide Capital Repairs that relate to the Structure or Systems, and (ii) the reasonable out-of-pocket costs and expenses incurred by StadCo in connection with the performance within the Parcel B Parking Deck of all other Facility-Wide Capital Repairs, to the extent such costs and expenses incurred by StadCo exceed StadCo's Pro Rata Share of the costs and expenses for such Facility-Wide Capital Repairs project.

c. Metro shall be responsible for the capital and operating expenses required to maintain the Larger Facility in accordance with its obligations under Section 3d; provided, StadCo shall be responsible for StadCo's Pro Rata Share of the reasonable capital expenses incurred by Metro in connection with the Facility-Wide Capital Repairs (other than capital expenses related to the Structure or Systems, which shall be expenses solely of Metro), such expenses to be subject the prior approval of StadCo, such approval not to be unreasonably withheld, conditioned or delayed. As used herein, "StadCo's Pro Rata Share" means the percentage obtained by dividing (i) the total number of parking spaces within the Parcel B Parking Deck by (ii) the total number of parking spaces within the Larger Facility. Reimbursement shall be made for each 12-month period ending June 30, upon the provision by Metro to StadCo of the expense detail for such 12-month period

d. Metro shall be responsible for the capital and operating expenses required to maintain the Campus Parking Spaces in accordance with the terms of this Agreement, including the costs of the Campus Parking Space Operator (including any parking management fee and/or expense reimbursement payable to the Campus Parking Space Operator); provided that StadCo shall reimburse Metro for (i) the costs of the Campus Parking Space Operator during Stadium Event Parking Periods, and (ii) the Stadium Event Portion (as defined below) of all repair and maintenance (including, without limitation, repaving and resurfacing) expenses incurred by Metro, which shall be subject to approval by StadCo, such approval not to be unreasonably withheld, conditioned or delayed, in connection with the operation of the Campus Parking Spaces. Reimbursement shall be made for each 12-month period ending June 30, upon the provision by Metro to StadCo of the expense detail for such 12-month period. "Stadium Event Portion," for any such 12-month period, shall mean the percentage obtained by dividing (i) the total number of users of the Campus Parking Spaces during Stadium Events within such 12-month period by (ii) the total number of users of the Campus Parking Spaces within such 12-month period. Metro shall provide StadCo with such books and records (A) regarding repair and maintenance expenses incurred by Metro, and (B) that are the basis for Metro's calculation of the applicable Stadium Event Portion as StadCo shall reasonably request.

8. Right to Use.

a. Metro hereby grants to StadCo, and StadCo hereby accepts from Metro, the right to use the Parcel B Parking Spaces, Parcel B Staging Area, Parcel B Replacement Parking Spaces and

Parcel B Parking Deck for the consideration and upon the terms and conditions set forth in this Agreement. This right shall extend for the entire Term, subject only to (i) the right of Metro to cause the development of Parcel B in the manner described in Section 1, and (ii) the expiration of StadCo's rights to Parcel B Replacement Parking Spaces upon Substantial Completion of the Parcel B Parking Deck, receipt of any required governmental permits or approvals for the occupancy thereof and StadCo's being provided access to the Parcel B Parking Deck. StadCo hereby accepts the Parcel B Parking Spaces, Parcel B Staging Area and Parcel B Replacement Parking Spaces in their as is, where is condition, with all faults.

b. Metro hereby grants to StadCo, and StadCo hereby accepts from Metro, the right to use the Campus Parking Spaces during Stadium Event Parking Periods upon the terms and conditions set forth herein. This right shall extend for the entire term of this Agreement. StadCo hereby accepts the Campus Parking Spaces in their as is, where is condition, with all faults.

c. The grants described in this Section 8 are irrevocable during the term of the Stadium Lease Agreement.

9. Term. Subject to and upon the terms and conditions set forth in this Agreement, the term of this Agreement (the "Term") shall commence on the date hereof and shall conclude upon the expiration or earlier termination of the Stadium Lease Agreement.

10. Insurance; Indemnity.

a. StadCo shall, at its own expense, maintain at all times during the Term following Substantial Completion of, and StadCo's having been given access to, the Parcel B Parking Spaces, Parcel B Staging Area, Parcel B Replacement Parking Spaces, Parcel B Parking Deck and the Campus Parking Spaces, respectively, policies of insurance covering StadCo's use of such respective parking spaces or staging area in the following types and amounts, or if not reasonably available, the most nearly equivalent coverages as are reasonably available, with the premiums thereon fully paid on or before the due date:

i. All-risk property insurance on the Parcel B Parking Deck and all improvements constructed therein, which shall cover loss or damage by fire and other hazards commonly insured under an all-risk policy, if reasonably available, and shall be in an amount sufficient to cover the full replacement cost of any repair or reconstruction in the event of damage or destruction from any such hazard;

ii. Commercial general liability insurance, including contractual liability coverage, with a combined single limit of at least \$2,000,000.00 per occurrence, with respect to bodily injury, personal injury, and property damage that may arise from use of the Parcel B Parking Spaces, Parcel B Staging Area, Parcel B Replacement Parking Spaces, Parcel B Parking Deck and the Campus Parking Spaces by StadCo, its Affiliates and their respective invitees;

iii. Workers compensation insurance and employers' liability insurance covering all persons employed by StadCo and any contractors, subcontractors, or other persons performing work on the Parcel B Parking Spaces, Parcel B Staging Area, Parcel B Replacement Parking Spaces, Parcel B Parking Deck and the Campus Parking Spaces if and to the extent required by law; and

iv. Such additional insurance as may otherwise be required by law.

Any such policy or policies with respect to the Parcel B Parking Spaces, Parcel B Staging Area, Parcel B Replacement Parking Spaces, Parcel B Parking Deck and the Campus Parking Spaces shall name Metro, the Sports Authority and the Parcel B Developer (if applicable) as additional insureds. From time to time, the Parties may discuss reasonable modifications to the foregoing requirements, based on the facts and circumstances existing at such time.

b. StadCo shall provide Metro and, to the extent the Parcel B Developer has assumed any of Metro's obligations hereunder, the Parcel B Developer (if applicable) copies of insurance binders (or certificates in lieu thereof) with respect to the insurance policies to be maintained in compliance with this Agreement no later than thirty (30) days prior to the date on which such policies are to be effective and copies or certificates of such policies as soon as possible after the effective date of such policies. Each such binder and policy shall name Metro, the Sports Authority and the Parcel B Developer (if applicable) as additional insureds, and shall provide that it may not be amended, modified or canceled without thirty (30) days' prior notice to Metro, the Sports Authority and the Parcel B Developer (if applicable). If StadCo fails to provide insurance as required, Metro or the Parcel B Developer (if applicable), upon ten (10) days' notice to StadCo and StadCo's failure to correct such failure within said ten (10) days, may provide such insurance as StadCo's agent and in StadCo's name, and until such time as StadCo so insures (which for the purposes of this provision may only be on a subsequent renewal date), StadCo shall reimburse Metro or the Parcel B Developer (if applicable) for premiums paid by Metro or the Parcel B Developer (if applicable) for same, plus interest at the maximum rate permitted by applicable law.

c. From and after such time as Parcel B Developer assumes some or all of Metro's obligations hereunder regarding the Parcel B Parking Deck the Parcel B Developer shall, at its own expense, maintain at all times during the Term following Substantial Completion of, and StadCo's having been given access to, the Parcel B Parking Deck, the policies of insurance in the following types and amounts, or if not reasonably available, the most nearly equivalent coverages as are reasonably available, with the premiums thereon fully paid on or before the due date:

i. All-risk property insurance on the Larger Facility and all improvements constructed therein (excluding those within the Parcel B Parking Deck), which shall cover loss or damage by fire and other hazards commonly insured under an all-risk policy, if reasonably available, and shall be in an amount sufficient to cover the full replacement cost of any repair or reconstruction in the event of damage or destruction from any such hazard;

ii. Commercial general liability insurance, including contractual liability coverage, with a combined single limit of at least \$2,000,000.00 per occurrence, with respect to bodily injury, personal injury, and property damage that may arise from use of the Larger Facility by Parcel B Developer, StadCo, either of their Affiliates and their respective invitees;

iii. Workers compensation insurance and employers' liability insurance covering all persons employed by Parcel B Developer and any contractors, subcontractors, or other persons performing work on the Parcel B Parking Deck if and to the extent required by law; and

iv. Such additional insurance as may otherwise be required by law.

d. All such policy or policies with respect to the Larger Facility shall name StadCo and TeamCo as additional insureds. From time to time, the Parties may discuss reasonable modifications to the foregoing requirements, based on the facts and circumstances existing at such time.

e. From and after such time as Parcel B Developer assumes some or all of Metro's obligations hereunder regarding the Parcel B Parking Deck, the Parcel B Developer shall provide Metro and StadCo copies of insurance binders (or certificates in lieu thereof) with respect to the insurance policies to be maintained in compliance with this Agreement no later than thirty (30) days prior to the date on which such policies are to be effective and copies or certificates of such policies as soon as possible after the effective date of such policies. Each such binder and policy shall name Metro, StadCo and TeamCo as additional insureds, and shall provide that it may not be amended, modified or canceled without thirty (30) days' prior notice to Metro, StadCo and TeamCo. If Parcel B Developer fails to provide insurance as required, Metro or StadCo, upon ten (10) days' notice to the Parcel B Developer and the Parcel B Developer's failure to correct such failure within said ten (10) days, may provide such insurance as the Parcel B Developer's agent and in the Parcel B Developer's name, and until such time as the Parcel B Developer so insures (which for the purposes of this provision may only be on a subsequent renewal date), the Parcel B Developer shall reimburse Metro and StadCo for premiums paid by Metro or StadCo for the same, plus interest at the maximum rate permitted by applicable law.

f. All primary coverage required under this Agreement shall be written by an insurer that is nationally recognized with a policyholder's rating of at least A, IX, as listed from time to time by A.M. Best Insurance Reports. Each policy shall contain mutual waivers of (i) all rights of subrogation, and (ii) any recourse against any Parties other than the insured for payment of any premiums or assessments under such policy. Each policy covering third-party liability shall contain a "cross-liability" endorsement or a "severability of interest" endorsement providing that coverage, to the maximum amount of the policy, will be available despite any suit between the insured and any additional insured under such policy. The insurance policies shall not in the aggregate have deductibles in excess of \$100,000.

g. TO THE EXTENT PERMITTED BY APPLICABLE LAW, AND WITHOUT AFFECTING THE INSURANCE COVERAGES REQUIRED TO BE MAINTAINED HEREUNDER OR AS MAY BE SUBSEQUENTLY DEVELOPED BY THE PARTIES, METRO, THE AUTHORITY, STADCO, AND IF PARCEL B DEVELOPER ASSUMES SOME OR ALL OF METRO'S OBLIGATIONS HEREUNDER REGARDING THE PARCEL B PARKING DECK, THE PARCEL B DEVELOPER AND THEIR AFFILIATES EACH WAIVE ALL RIGHTS OF RECOVERY, CLAIM, ACTION OR CAUSE OF ACTION AGAINST THE OTHER FOR ANY DAMAGE TO PROPERTY, AND RELEASE EACH OTHER FOR SAME, TO THE EXTENT THAT SUCH DAMAGE (A) IS COVERED (AND ONLY TO THE EXTENT OF SUCH COVERAGE WITHOUT REGARD TO DEDUCTIBLES) BY PROPERTY INSURANCE ACTUALLY CARRIED BY THE PARTY HOLDING OR ASSERTING SUCH CLAIM OR (B) WOULD BE INSURED AGAINST UNDER THE TERMS OF ANY INSURANCE REQUIRED TO BE CARRIED UNDER THIS AGREEMENT BY THE PARTY HOLDING OR ASSERTING SUCH CLAIM. THIS PROVISION IS INTENDED TO RESTRICT EACH PARTY (IF AND TO THE EXTENT PERMITTED BY APPLICABLE LAW) TO RECOVERY AGAINST INSURANCE CARRIERS TO THE EXTENT OF SUCH COVERAGE AND TO WAIVE (TO THE EXTENT OF SUCH COVERAGE), FOR THE BENEFIT OF EACH PARTY, RIGHTS OR CLAIMS WHICH MIGHT GIVE RISE TO A RIGHT OF SUBROGATION IN ANY INSURANCE CARRIER. NEITHER THE ISSUANCE OF ANY INSURANCE POLICY REQUIRED UNDER, OR THE MINIMUM LIMITS SPECIFIED HEREIN SHALL BE DEEMED TO LIMIT OR RESTRICT IN ANY WAY A PARTY'S LIABILITY ARISING UNDER OR OUT OF THIS AGREEMENT PURSUANT TO THE TERMS HEREOF.

h. StadCo shall indemnify and hold harmless the Authority Indemnified Persons, the Metropolitan Government Indemnified Persons and the Parcel B Developer Indemnified Persons (to the extent applicable) against and from any and all liabilities, obligations, damages, claims, costs, charges and expenses, including, without limitation, fees and expenses of attorneys, expert witnesses, architects, engineers and other consultants (collectively, "Loss") that may be imposed upon, incurred by or asserted

against any Authority Indemnified Persons, Metropolitan Government Indemnified Persons or the Parcel B Developer Indemnified Persons, by reason of any of the following occurring during the Term (other than those arising out of the negligence or misconduct of any of the Authority Indemnified Persons, Metropolitan Government Indemnified Persons or the Parcel B Developer Indemnified Persons):

- i. any work done by or omitted or failed to be done by StadCo or the Controlled StadCo Permittees in, on, or about the Parcel B Parking Spaces, Parcel B Staging Area, the Parcel B Parking Deck or any part thereof;
- ii. any use, possession, occupation, condition, operation, maintenance or management of the Parcel B Staging Area or the Parcel B Parking Spaces or the Parcel B Parking Deck or any part thereof by StadCo or the Controlled StadCo Permittees;
- iii. any use, possession or occupation of the Parcel B Replacement Parking Spaces or the Campus Parking Spaces or any part thereof by StadCo or the Controlled StadCo Permittees during Stadium Event Parking Periods;
- iv. any negligent, tortious, willful or criminal act of StadCo or the Controlled StadCo Permittees with respect to the Parcel B Parking Spaces, Parcel B Staging Area, Parcel B Parking Deck, the Parcel B Replacement Parking Spaces, the Campus Parking Spaces or any part thereof; and
- v. any failure by StadCo to perform its obligations under this Agreement.

The provisions of this paragraph shall survive the termination of this Agreement with respect to any acts, events, omissions or occurrences occurring before such termination.

11. From and after such time as Parcel B Developer assumes some or all of Metro's obligations hereunder regarding the Parcel B Parking Deck, to the fullest extent permitted by applicable law, the Parcel B Developer agrees to defend, indemnify and hold harmless StadCo and its Affiliates from and against all Losses to the extent: (i) arising from a breach by the Parcel B Developer of its obligations under this Agreement, (ii) arising out of or in any way incidental to any demolition or construction (to the extent that the demolition or construction is performed by the Parcel B Developer or a Parcel B Parking Deck Contractor) of the Parcel B Parking Deck incurred by or on behalf of StadCo or any StadCo Related Party, or any invitee or guest of StadCo; or (iii) caused by the negligent acts or omissions of the Parcel B Developer or a Parcel B Parking Deck Contractor in performing any work or services on the Parcel B Parking Deck, provided that such Loss results from bodily injury, sickness, disease or death or damage to property, including loss of use resulting therefrom. The Parcel B Developer's defense, indemnity and hold harmless obligation shall not extend to the sole negligence of an indemnified party. The provisions of this paragraph shall survive the termination of this Agreement with respect to any acts, events, omissions or occurrences occurring before such termination.

12. No Licenses. To Metro's knowledge there are no currently existing leases, licenses, contracts, agreements or other documents affecting the Campus Parking Spaces that grant any right that is inconsistent with, or conflicts in any manner with, any of the rights granted to StadCo under this Agreement.

13. Assignment/Subletting. Metro shall have the right to assign this Agreement to any agency or instrumentality of the Metropolitan Government, so long as such agency or instrumentality has the right and authority to fulfill Metro's obligations hereunder; otherwise, except as provided in Section 1f, Metro shall only have the right to assign its obligations hereunder as provided in this Agreement; provided, however, if the Parcel B Developer assumes some or all of Metro's obligations hereunder regarding the Parcel B Parking Deck, the Parcel B Developer shall have the right to assign its rights and obligations hereunder to its Mortgagee or to any successors or assigns of the Parcel B Developer that leases from Metro the portion of Parcel B on which the Parcel B Parking Deck is located. The rights of StadCo hereunder shall automatically be deemed assigned by StadCo to any person or entity to whom the rights of the tenant

under the Stadium Lease Agreement have been assigned and StadCo shall have the right to assign its rights and obligations hereunder to its Mortgagee; otherwise StadCo shall not have the right to assign, license or grant any person or entity its rights hereunder.

14. Authority Events. Metro shall have the right to make available the Campus Parking Spaces to the Sports Authority in connection with Authority Events on such terms and conditions as may be agreed to, from time to time, between Metro and the Sports Authority so long as Metro continues to satisfy its obligations to StadCo hereunder.

15. Events of Default and Remedies. The occurrence of any one or more of the following events shall constitute an “Event of Default”:

a. A Party’s failure to pay any amounts due hereunder within thirty (30) days of a written request for the payment thereof from the Party to whom the sum is due; or

b. if (i) a Party fails to observe or perform any material covenant, condition, agreement or obligation hereunder (other than the Party’s obligations referenced in subsection (a) above) so long as such failure to observe or perform is not caused by the acts or omissions of any of the other Parties which constitutes a breach of this Agreement, and (ii) the defaulting Party fails to cure, correct or remedy such default within thirty (30) days after the receipt of written notice thereof from any of the other Parties, describing it with reasonable specificity, unless such failure cannot with due diligence be cured within a period of thirty (30) days, in which case such failure shall not be deemed to continue if the defaulting Party proceeds promptly and with due diligence to cure the failure and uses commercially reasonable efforts to complete the curing thereof.

16. Remedies. Subject to the cure rights set forth in Section 14 above, the non-defaulting Party or Parties may take any or all of the following actions on account of an Event of Default:

a. Enforce performance of this Agreement.

b. Exercise self-help to attempt to remedy or mitigate the effect of any breach of this Agreement by the defaulting Party and recover all actual and reasonable costs and expenses, including without limitation attorney’s fees, incurred by the non-defaulting Party or Parties in connection therewith.

c. Any non-defaulting Party may exercise such other remedies as may be available at law or in equity, subject to any limitations thereon set forth in this Agreement or by Applicable Law.

17. Sales Tax Reporting. The parties agree to take all necessary steps to report, or to cause the Parcel B Parking Operator and the Campus Parking Space Operator to report, all parking sales to the Tennessee Department of Revenue, and to make appropriate distinctions between parking revenues that are related to Stadium Events and parking revenues that are unrelated to Stadium Events.

18. Entire Agreement. This Agreement constitutes the entire understanding and agreement of Metro, the Sports Authority and StadCo with respect to the subject matter hereof, and contains all of the covenants and agreements of Metro, the Sports Authority and StadCo with respect thereto. No representations, inducements, promises or agreements, oral or written, have been made by Metro, the Sports Authority or StadCo, or anyone acting on their behalf, which are not contained herein, and any prior letters of intent, agreements, promises, negotiations, or representations not expressly set forth in this Agreement are of no force or effect.

19. Amendments; Waiver; Binding Effect. The provisions of this Agreement may not be waived, altered, changed or amended, except by instrument in writing signed by all parties hereto. The terms and conditions contained in this Agreement shall apply to, inure to the benefit of, and be binding upon the parties hereto, and upon their respective successors in interest and legal representatives, subject to the limitations on assignment herein set forth.

20. Effect on Site Coordination Agreement. This Agreement is intended to supersede those provisions of the Site Coordination Agreement related to Campus parking. In the event of a conflict between the provisions of this Agreement and the Site Coordination Agreement, the provisions of this Agreement shall control.

21. Interpretation. Words of any gender used in this Agreement shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, unless the context otherwise requires. The captions contained in this Agreement are for convenience of reference only, and in no way limit or enlarge the terms and conditions of this Agreement.

22. Severability. If any clause or provisions of this Agreement is illegal, invalid or unenforceable under present or future laws, then and in that event, it is the intention of the parties hereto that the remainder of this Agreement shall not be affected thereby. It is also the intention of the parties to this Agreement that in lieu of each clause or provision of this Agreement that is illegal, invalid or unenforceable, there be added, as a part of this Agreement, a clause or provision as similar in terms to such illegal, invalid or unenforceable clause or provision as may be possible and be legal, valid and enforceable.

23. Governing Law; Venue. This Agreement shall be construed under and in accordance with the laws of the State of Tennessee without regard to conflicts of laws principles. The state courts in Davidson County, Tennessee and the federal district court located in Nashville, Tennessee shall be the exclusive place of venue with regard to any dispute arising out of this Agreement.

24. Notices. All notices required or permitted to be given under this Agreement shall be in writing and shall be sent by registered or certified mail, return receipt requested, or by a reputable national overnight courier service, postage prepaid, or by hand delivery addressed to the parties at their addresses below. Either party may by notice given as aforesaid change its address for all subsequent notices. Except where otherwise expressly provided to the contrary, notice shall be deemed given upon delivery. Notices shall be sent to the following addresses:

Metro:

The Metropolitan Government of Nashville And Davidson County
108 Metropolitan Court House
PO Box 196300
Nashville, Tennessee 37219
Attn: Mayor

with a copy to:

Director of Law
Metropolitan Department of Law
108 Metropolitan Court House
PO Box 196300
Nashville, Tennessee 37219

Sports Authority:

The Sports Authority of The Metropolitan Government
of Nashville And Davidson County
730 President Ronald Reagan Way, Suite 103
Nashville, Tennessee 37210
Attn.: Executive Director

with a copy to:

Director of Law
Metropolitan Department of Law
108 Metropolitan Court House
PO Box 196300
Nashville, Tennessee 37219

StadCo:

Tennessee Stadium, LLC
St. Thomas Sports Park
460 Great Circle Road
Nashville Tennessee 37228
ATTN: President/CEO

with a copy to:

Tennessee Stadium, LLC
St. Thomas Sports Park
460 Great Circle Road
Nashville Tennessee 37228
ATTN: Chief Operating Officer

25. Limitation on Damages. In no event shall either party ever be liable for, and each party hereby waives any and all rights to seek or obtain consequential, punitive, or exemplary damages.

26. Interest Running with the Land. During the Term, this Agreement and StadCo's rights hereunder each constitute an interest in the land that comprises the Campus (excluding any Removed Parcel), and Metro and StadCo intend that such interest be assignable in accordance with, but subject to, the terms of this Agreement. This Agreement and StadCo's rights hereunder shall be non-revocable and shall constitute an interest in real estate that runs with title to the land that comprises the Campus (excluding any Removed Parcel) and inures to the benefit of, and is binding upon, Metro, StadCo and their respective permitted successors in title and permitted assigns, subject to the terms of this Agreement.

27. Recordation.

a. This Agreement shall not be recorded, but at the request of any party hereto, the parties shall promptly execute, acknowledge and deliver to each other a memorandum of agreement in a form reasonably agreed upon by the parties (and a memorandum of modification of agreement in respect of any modification of this Agreement) sufficient for recording against all real property within the Campus, except the Initial Development Area. Such memoranda shall not be deemed to change or otherwise affect

any of the obligations or provisions of this Agreement. The legal description of the Campus, excluding the Initial Development Area, is set forth on Exhibit 4 attached hereto.

b. From time to time, at such time as (1) the Parcel B Parking Deck is substantially complete and there has been issued any certificate required by law for the occupancy thereof, or (2) any portion of the Campus Parking Spaces have been finally designated, the Parties shall enter into a memorandum, which shall be recorded against the parcel of land upon which such parking spaces are located and shall, among other matters, memorialize the fact that such parcel of land is encumbered with the obligation to provide such parking and disclose that this Agreement allocates operational responsibility, liabilities, revenue rights and expense obligations related to such parking facilities.

28. Non-Disturbance Protection. Upon (a) Metro's entering into any Mortgage for any portion of the Campus, Metro shall, (b) a Campus Developer's entering into any Mortgage for any portion of the Campus, such Campus Developer shall, or (c) the Parcel B Developer's entering into any joinder in accordance with Section 1f of this Agreement, the Parcel B Developer shall, enter into, and shall use commercially reasonable efforts to cause its Mortgagee to enter into, a written agreement providing that such Mortgagee's security interest or legal or equitable title in the portion of the Campus subject to the Mortgage is subject to this Agreement and that so long as StadCo is not in breach of its obligations under this Agreement, such Mortgagee will not disturb StadCo's use of the parking facilities located upon the Campus, such agreement to be in a form approved by StadCo, such approval not to be unreasonably withheld, conditioned or delayed.

29. Effect of Breach on Mortgagee and Right to Cure. Any Mortgage affecting any portion of the Campus shall at all times be subject and subordinate to the terms of this Agreement, and any party foreclosing any such Mortgage or acquiring title by deed in lieu of foreclosure (whether judicial or non-judicial) or trustee's sale shall acquire title subject to all of the terms and provisions of this Agreement.

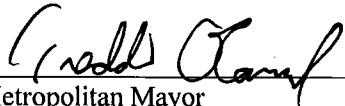
a. Breach of any of the covenants or restrictions contained in this Agreement shall not defeat or render invalid the lien of any Mortgage made in good faith, but all of the foregoing provisions, restrictions, and covenants shall be binding and effective against any Person who acquires title by foreclosure (whether judicial or non-judicial) or trustee's sale or by deed in lieu of foreclosure.

b. Notwithstanding any other provision in this Agreement for notices of default, the Mortgagee of record of any Person in default hereunder shall be entitled to notice of said default simultaneously with notice to such defaulting Person, in the same manner that other notices are required to be given under this Agreement; provided, however, that said Mortgagee shall have, prior to the time of the default, expressly notified in writing, the other Person giving said notice of default of the Mortgagee's mailing address. In the event that any such notice shall be given to such Mortgagee, such Mortgagee shall have the right to cure any such default within the cure period expressly provided to the defaulting Person hereunder, or, if such default cannot be cured within such period, diligently to commence curing within such time and diligently pursue such cure to completion within sixty (60) days thereafter. Giving of any notice of default or the failure to deliver a copy to any Mortgagee shall in no event create any liability on the part of the Person so declaring a default.

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This Agreement is executed to be effective for all purposes as of the date first above written.

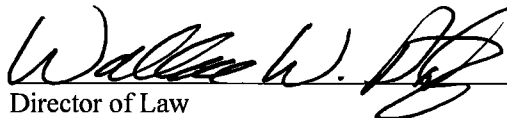
THE METROPOLITAN GOVERNMENT OF
NASHVILLE AND DAVIDSON COUNTY

By: 
Metropolitan Mayor

ATTEST:

By: 
Metropolitan Clerk

APPROVED AS TO FORM AND LEGALITY:


Director of Law

TENNESSEE STADIUM, LLC,
a Delaware limited liability company

By: _____
Name: _____
Title: _____

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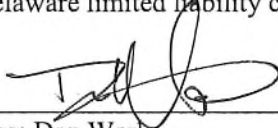
By:  _____
Name: Dan Werly
Title: Senior Vice President and Chief
Operating Officer

EXHIBIT 1

DEFINED TERMS

“Affiliate” shall have the meaning ascribed thereto in the Site Coordination Agreement.

“Ambush Marketing” means any attempt by another Person, without StadCo or TeamCo or one of their respective Affiliate’s consent or the NFL’s consent, to associate itself or its products or services with the Team, the NFL, or any of the NFL’s Entities, or to directly or indirectly suggest that such product or service is endorsed by or otherwise associated with the Team, StadCo, the NFL or any of the NFL Entities. Ambush Marketing shall include, but not be limited to, the unauthorized use of StadCo and TeamCo’s intellectual property; the unauthorized use of free tickets for Stadium Events in consumer prize giveaways, contests, sweepstakes or other promotions; the creation of any advertising that incorporates a theme or image that would lead a reasonable person to believe the non-sponsor advertiser is in some way associated with or has been endorsed by the Team, StadCo, the NFL, or any of the NFL’s Entities; and any other advertising, marketing, or promotion that is undertaken by an unauthorized third party and gives the public the impression that the unauthorized third party: (i) has an official association, approval or sponsorship with the with the Team, StadCo, the NFL of any of the NFL Entities, or (ii) otherwise to imply a direct or indirect association, approval, or sponsorship with the Team, StadCo, the NFL of any of the NFL Entities as a means of promoting the unauthorized third party’s business, products, or services.

“Applicable Replacement Parking Spaces Land” shall have the meaning given to such term in Section 1g hereof.

“Authority Events” shall have the meaning assigned by the Stadium Lease Agreement.

“Campus” shall have the meaning given to such term in the recitals hereof.

“Campus Developer” means one or more third-party developers engaged by Metro pursuant to one or more development agreements to perform any development, design and construction of improvements to properties within the Campus, but excluding the Parcel B Developer and the IDA Developer.

“Campus Parking Spaces” shall have the meaning given to such term in Section 2 hereof.

“Campus Required Parking” shall have the meaning given to such term in the recitals hereof.

“Casualty” shall have the meaning given to such term in Section 3e hereof.

“CCC” shall have the meaning given to such term in the recitals hereof

“Comparable NFL Facilities” means premier, first-class multipurpose, sports stadiums incorporating, at the time of initial construction or material renovation, technological innovations, environmental sustainability considerations, and other best practices in design, construction, and ultimate operations in which NFL teams regularly play their games and that are of comparable size and age, adjusted to reflect any material renovations, as the Stadium.

“Controlled StadCo Permittee” means TeamCo, the Team and any StadCo Permittee who (i) is an Affiliate of StadCo or TeamCo, (ii) is employed by StadCo or TeamCo or any Affiliate of either of

them, (iii) has a contractual relationship with StadCo, TeamCo or any Affiliate of either of them relating to StadCo's, TeamCo's or the Team's use of the Stadium, or (iv) is otherwise controlled, directly or indirectly, by StadCo, TeamCo or any Affiliate of either of them; provided, however, that, without limitation, and except as provided above, holders of Team admission tickets and other patrons at Team Games, Team Events or other events hosted by StadCo or the Team shall be presumed to be not under the control of StadCo, TeamCo or any Affiliate of either of them absent clear and convincing evidence to the contrary (and StadCo's right to eject any such ticketholder or other patron or to revoke any current or future admission ticket of such ticketholder or other patron, including any season or subscription tickets, shall not be sufficient evidence of control by StadCo, TeamCo or any Affiliate of either of them). None of the Metro Indemnified Persons, the Authority Indemnified Persons or the Parcel B Developer Indemnified Persons shall constitute a Controlled StadCo Permittee hereunder.

"COUA" shall have the meaning given to such term in the recitals hereof.

"Development Agreement" means that certain Development and Funding Agreement by and between the Sports Authority and StadCo dated on or about August 25, 2023 and providing for the development of the Stadium.

"Existing Stadium" means the existing multi-purpose outdoor stadium currently known as Nissan Stadium, which is used for hosting Team games.

"Existing Stadium Events" means Team Events and any and all other events or activities of any kind at the Existing Stadium which are permitted under the Existing Stadium Lease, excluding events hosted by the Sports Authority.

"Existing Campus Parking Spaces" shall have the meaning given to such term in Section 2 hereof.

"Existing Stadium Lease" means that certain Stadium Lease, dated as of May 14, 1996, as amended, between the Sports Authority, as lessor, and Cumberland Stadium, L.P., as lessee, related to the Existing Stadium.

"Existing Lease" means that certain Stadium Lease, dated as of May 14, 1996, as amended, between the Authority, as lessor, and Cumberland Stadium, L.P., as lessee.

"Facility-Wide Capital Repairs" means capital repair work that relates to the Structure or Systems or is not specific to the Parcel B Parking Deck and generally affects both the Parcel B Parking Deck and another portion of the Larger Facility.

"Force Majeure" shall mean the occurrence of any of the following, for the period of time, if any, that the performance of a Party's material obligations under this Agreement is actually, materially, and reasonably delayed or prevented thereby: fire or other casualty, act of God, earthquake, flood, landslide, war, riot, civil commotion, terrorism.

"IDA Developer" shall have the meaning given to such term in the recitals hereof.

"IDA Development Agreement" shall have the meaning given to such term in the recitals hereof.

"IDA Ground Lease" shall have the meaning given to such term in the recitals hereof.

“IDA Ground Tenant” means, with respect to each IDA Ground Lease, the applicable tenant or tenants under such IDA Ground Lease, collectively or individually as the context suggests or requires.

“Initial Development Area” shall mean the land described as such on Exhibit 2 attached hereto.

“Larger Facility” shall have the meaning given to such term in Section 1f hereof.

“Loss” shall have the meaning given to such term in Section 10d.

“Metropolitan Government Indemnified Persons” shall mean the Metropolitan Council of Metro and Metro’s officers, agents, staff and employees.

“Mortgage” shall mean each mortgage, deed of trust, deed to secure debt or any other security interest in any portion of the Campus, including a collateral assignment of a leasehold interest therein.

“Mortgagee” shall mean each mortgagee, noteholder, trustee or other holder of any security interest under a Mortgage, including a collateral assignment of a leasehold interest therein.

“Negative Advertising” means mentioning Persons that are competitive with other Persons by name or by overt reference in any advertising that is visible or audible at the Stadium or the Second Street Plaza during Stadium Events.

“NFL” shall mean the National Football League.

“NFL Season” shall mean a period of time coextensive with the NFL season, including post-season, as established from time to time under the NFL rules and regulations.

“Parcel B” shall have the meaning ascribed in Section 1.

“Parcel B Developer” means any entity that Metro enters into a ground lease for the development of all or any portion of Parcel B.

“Parcel B Developer Indemnified Persons” shall mean the Parcel B Developer and the Parcel B Developer’s directors, officers, agents, staff and employees.

“Parcel B Parking Deck” shall have the meaning ascribed in Section 1.

“Parcel B Parking Deck Contractor” shall mean the Person(s) who is(are) the counterparty(ies) to one or more agreements with the Parcel B Developer to perform any development, design and construction of the Parcel B Parking Deck.

“Parcel B Parking Deck Plans” shall have the meaning given to such term in Section 1f.

“Parcel B Parking Operator” shall have the meaning given to such term in Section 5a.

“Parcel B Parking Spaces” shall have the meaning ascribed in Section 1.

“Parcel B Replacement Parking Spaces” shall have the meaning ascribed in Section 1.

“Parcel B Staging Area” shall have the meaning ascribed in Section 1.

“Party” means any party to this Agreement.

“Person” or “Persons” shall mean any individual, corporation, partnership, joint venture, association, joint stock company, trust, limited liability company, unincorporated organization, governmental authority or any other form of entity.

“Related Party(ies)” shall mean with respect to any Person, such Person’s partners, directors, board members, officers, shareholders, members, agents, employees, auditors, advisors, consultants, counsel, contractors, subcontractors (of any tier), licensees, invitees, subtenants, lenders, successors, assigns, legal representatives, elected and appointed officials, volunteers, and Affiliates, and for each of the foregoing their respective partners, directors, board members, officers, shareholders, members, agents, employees, auditors, advisors, counsel, consultants, contractors, subcontractors, licensees, invitees, and subtenants. For the avoidance of doubt, Related Parties of the Sports Authority shall not include StadCo and its Related Parties and vice versa.

“Removed Parcel” shall have the meaning given to such term in Section 2c.

“Site Coordination Agreement” shall have the meaning given to such term in the recitals hereof.

“Special Stadium Events” shall mean Stadium Events at the Stadium such as Super Bowls, NCAA tournaments, and such other similar events that may require special accommodations, such as extended hours of operation, additional seating capacity, accommodation for media coverage, etc.

“Sports Authority” shall have the meaning given to such term in the recitals hereof.

“StadCo” means Tennessee Stadium, LLC, a Delaware limited liability company.

“StadCo Permittee” means all direct and indirect tenants and subtenants of StadCo, including, without limitation, TeamCo and the Team, and the officers, directors, employees, agents, representatives, contractors, customers, vendors, suppliers, visitors, invitees, guests, licensees and concessionaires of StadCo and such tenants and subtenants thereof. None of the Metro Indemnified Persons, the Authority Indemnified Persons nor the Parcel B Developer Indemnified Persons shall constitute a StadCo Permittee hereunder. Persons engaged in civic, public or political activities, including, but not limited to, the activities set forth below, unless such Persons have been authorized to do so by StadCo or TeamCo, shall not be considered StadCo Permittees:

- (a) Exhibiting any placard, sign or notice;
- (b) Distributing any circular, handbill, placard or booklet;
- (c) Soliciting memberships or contributions for private, civic, public or charitable purposes;
- (d) Parading, picketing or demonstrating; and
- (e) Persons engaged in civic, public or political activities within the Campus.

“StadCo’s Pro Rata Share” shall have the meaning given to such term in Section 7c.

“StadCo Related Party” shall have the meaning ascribed thereto in the Site Coordination Agreement.

“Stadium” shall have the meaning given to such term in the recitals hereof.

“Stadium Event Operational Period” shall mean the period that is thirty-six (36) hours (or such reasonable lesser time as is feasible under the relevant circumstances) prior to the commencement of a Stadium Event and twenty-four (24) hours (or such reasonable lesser time as is feasible under the relevant circumstances) after the end of a Stadium Event, except for a Special Stadium Event which shall be a period that is subject to mutual agreement by the Parties.

“Stadium Event Parking Periods” shall mean the period that is six (6) hours prior to the commencement of a Stadium Event (or an Existing Stadium Event) and four (4) hours after the end of a Stadium Event (or an Existing Stadium Event), except for a Special Stadium Event, which shall be a period that is subject to mutual agreement by the Parties.

“Stadium Events” means Existing Stadium Events, Team Events, Tennessee State University football games, and any and all other events or activities of any kind at the Existing Stadium or the Stadium which are permitted under the Existing Stadium Lease or the Stadium Lease Agreement, as applicable, excluding Authority Events, in each case where tickets to such event are marketed to more than 20,000 people.

“Stadium Lease Agreement” shall mean the Stadium Lease Agreement dated as of August 25, 2023 between the Sports Authority, as lessor, and StadCo, as lessee, with respect to the Stadium, as the same may be amended, supplemented, modified, renewed or extended from time to time as provided therein.

“Stadium Project Budget” shall have the meaning ascribed to such term in the Site Coordination Agreement.

“Stadium Project Improvements” shall mean the Stadium (including all Stadium-related furniture, fixtures and equipment and all concession improvements) and all improvements appurtenant thereto or comprising a part of any of the same and all appurtenances and amenities relating to any of the same.

“Stadium Project Improvements Work” shall mean the design, development, construction, and furnishing of the Stadium Project Improvements in accordance with the Development Agreement and any demolition work in connection therewith.

“Substantial Completion” shall (i) when referring to the Stadium, have the meaning ascribed thereto in the Development Agreement, and (ii) when referring to the Parcel B Parking Deck, mean the date on which the Parcel B Parking Deck is sufficiently complete so that StadCo can use the Parcel B Parking Deck for its intended purposes, including without limitation issuance of a certificate of occupancy (temporary or final).

“Structure or Systems” means the structure of, or the mechanical, electrical, life safety or plumbing systems of, the Larger Facility.

“Team” shall mean the NFL franchise currently known as the Tennessee Titans.

“TeamCo” shall mean Tennessee Football, LLC, a Delaware limited liability company.

“Team Events” shall mean Team Games and all other events at the Stadium that are related to the football operations of the Team or the marketing or promotion of the Team.

“Team Games” shall mean each pre-season, regular season and play-off NFL game of the Team in which the Team is designated by the NFL as the “home” team, excluding any Super Bowl, even if held at the Stadium.

EXHIBIT 2

INITIAL DEVELOPMENT AREA

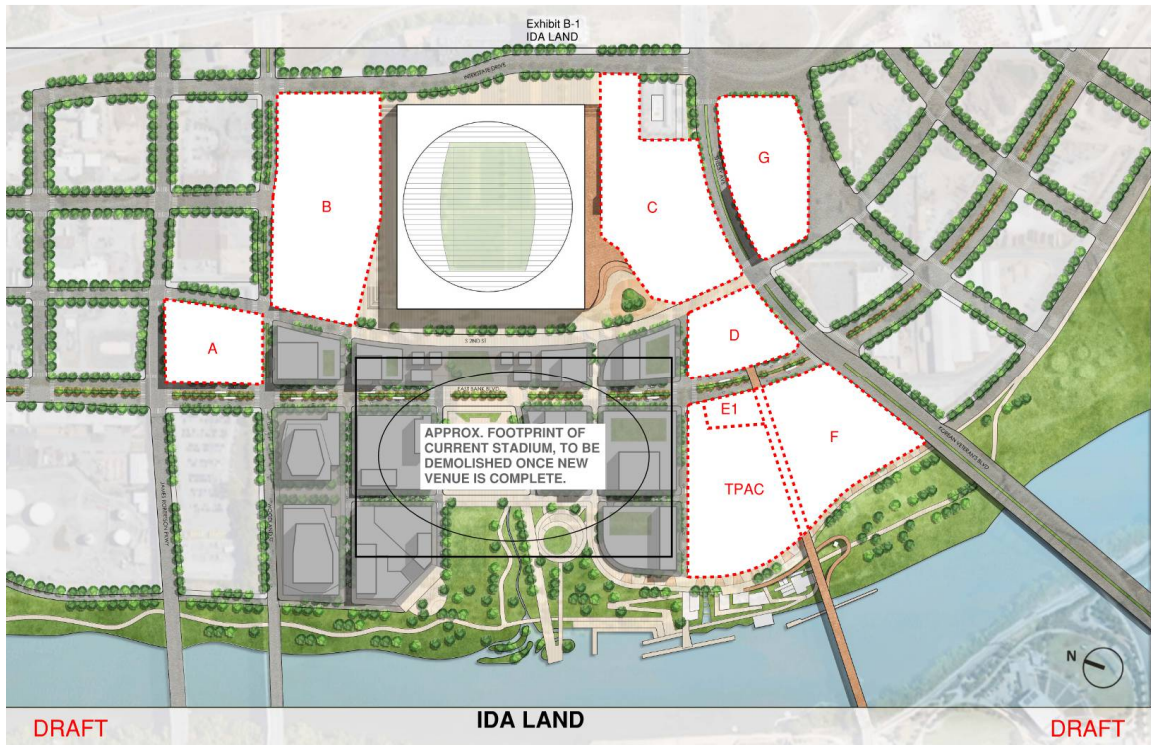


EXHIBIT 4

LEGAL DESCRIPTION OF CAMPUS, EXCLUDING INITIAL DEVELOPMENT AREA

[to be attached when Campus survey is complete]

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